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as to awarding damages for past shipments. *Hussey v. Chicago, Rock Island, & Pacific R. R.*, 13 Interst. C. Rep. 366.

In general, a court which has once obtained jurisdiction over a case cannot be deprived of it by a subsequent change of circumstances. *Culver v. Woodruff County*, 5 Dill. (U. S.) 392. But, if the legislative act under which the court has jurisdiction is repealed during the action, the court loses power to pronounce judgment. *Railroad Co. v. Grant*, 98 U. S. 398. The organization of a territory into a state ordinarily repeals federal laws existing as to that territory. *Ames and Duff v. Colorado Central R. R.*, 4 Dill. (U. S.) 251. In the principal case it is clear that the Commission lost jurisdiction to regulate the rate in question for the future. But the repeal of the jurisdiction of a court must be express or necessarily implied. See *Pratt v. Atlantic & St. Lawrence R. R.*, 42 Me. 579. And it is not entirely clear that the organization of the territory into a state necessarily implied the loss of the commission's jurisdiction to award damages for shipments already made. The case goes on the ground that the Commission was not authorized to interfere with a rate unless such action would tend to establish the uniformity of the rate.

**LANDLORD AND TENANT — CONDITIONS AND COVENANTS IN LEASES — ASSIGNMENT BY SALE UNDER LEGAL PROCESS.** — The plaintiff gave a lease with a condition of re-entry if the lease should be assigned or the lessee's interest sold under execution or other legal process. At the lessor's request the court appointed a receiver for the lessee and ordered him to sell the leasehold. He sold without covenants to one who became bankrupt. The trustee in bankruptcy applied to the court for an order to sell the leasehold. *Held*, that the trustee may sell without forfeiting the term. *Gazlay v. Williams*, 210 U. S. 41.

In order to prevent a forfeiture courts of law will construe strictly a condition provided to work one. *Riggs v. Pursell*, 66 N. Y. 193. Accordingly in the absence of collusion amounting to fraud a transfer by operation of law is not regarded as violating a condition against assignment. *Doe v. Carter*, 8 T. R. 300; *In re Bush*, 126 Fed. 878. Furthermore the court seems justified in holding that the involuntary transfer to the trustee was not a sale under legal process. And the trustee in bankruptcy should not be bound by a covenant or condition against assigning; for the property came to him for that purpose. See *Doe v. Bevan*, 3 M. & S. 353. It is not clear whether the court considers applicable to this case the rule that a condition not to alien without license is terminated by the first license. *Dumpor's Case*, 4 Co. 119b. See 12 HARV. L. REV. 272. It seems very doubtful whether the rule applies; for the lessor expressly stipulated that the land be sold with the old covenants. If, however, there was a license sufficient to satisfy the rule, it was unnecessary for the court to construe the lease; for the condition would be terminated forthwith. See 20 HARV. L. REV. 420.

**LANDLORD AND TENANT — CONDITIONS AND COVENANTS IN LEASES — SEVERANCE OF REVERSION.** — The plaintiff leased to A with a condition providing for re-entry for failure to cultivate. The defendant through eminent domain proceedings received a conveyance of the reversion of part of the land and an assignment of the entire leasehold. The plaintiff claimed the right of re-entry for failure to cultivate. *Held*, that he is entitled to re-enter. *Piggott v. Middlesex County Council*, 125 L. T. 337 (Eng., Ch. D., July 24, 1908).

A grantee of part of a reversion is not allowed to enforce against the lessee a condition in the lease concerning the land. *Mitchell v. M'Cauley*, 20 Ont. App. 272. A severance of the reversion destroys the condition, and so even the grantor's right to sue. *Knight's Case*, 5 Co. 55 b. An early case established an exception in cases where the severance is "by descent, eviction or act of law," as opposed to an act of the parties. *Winter's Case*, Dyer 308 b. The main case in holding a severance by eminent domain an act of law within the exception reaches a just result. It was thought the reason for the general rule lay in the fact that otherwise two suits might be brought against the lessee. Accordingly, when this possibility was destroyed by a grant of part of the reversion to the lessee, a second exception was made. *Hyde v. Warden*, 3 Ex. D. 72.